

CREDIT AGREEMENT №_____

_____ 20__ .

"ASIA ALLIANCE BANK" JSCB, hereinafter referred to as the "**Bank**", represented by _____, acting on the basis of _____, on the one hand, and _____ hereinafter referred to as the "**Borrower**", (if there is a **Co-borrower(s)**, then you need to add similar data as for the Borrower above and add the following: hereinafter referred to as the "**Co-borrower**")

on the other hand, hereinafter collectively referred to as the "Parties", have entered into this Agreement as follows:

1. Subject of the Agreement

1.1. The Bank undertakes to provide the Borrower with a mortgage credit (hereinafter referred to as the credit) in the amount specified in sub-clause 2.1. of this Agreement, in the manner and on the terms specified in this Agreement, and the Borrower undertakes to repay the credit amount and accrued interest in full in accordance with the terms of this Agreement.

2.1. Basic concepts used in this Agreement:

Annuity payment/Differentiated payment – any monthly payment by the Borrower to repay the debt under this Agreement, which includes part of the credit amount and interest for using the credit accrued by the Bank for the corresponding billing period.

Credit granting date – the date of transfer of funds from the credit account to the account of the seller of the real estate property.

Indebtedness under credit - a credit or the balance of a mortgage credit used but not repaid by the Borrower, accrued interest for use of a mortgage credit listed on the relevant accounts opened for the Borrower, commissions, penalties and fines due to the Bank in accordance with the terms of this Agreement.

Grace period – a period during which a deferment is provided for repayment of the principal debt on the credit.

Remote service channels - methods of transmitting information, including sending notifications by the Parties to each other, namely: Internet banking and/or MyAlliance mobile application and/or email and/or the Personal Account service and/or telephone communication channels (including SMS messages).

2. Credit Terms

- 2.2. **Credit amount:** _____ (*amount in numbers and words*) Soums.
- 2.3. For using the credit, the Borrower pays the Bank an **annual interest rate** in the following amount - ___% or a refinancing rate of the Central Bank of the Republic of Uzbekistan, as of the date of conclusion of this agreement ___% + ___%.
- In the event of a change in refinancing rate of the Central Bank of the Republic of Uzbekistan, a new established refinancing rate of the Central Bank of the Republic of Uzbekistan begins to be used by the Bank when calculating interest on the loan from the date of its announcement by the Central Bank of the Republic of Uzbekistan.
- A notification about changes in the Credit Repayment Schedule, recalculated taking into account the new established refinancing rate of the Central Bank of the Republic of Uzbekistan, as well as the Schedule itself, is sent to the Borrower via available Remote Service Channels. To obtain a new Credit Repayment Schedule, the Borrower can also contact directly the Bank office where the loan was received.
- 2.4. The Borrower's down payment is _____ (_____) Soums, which is _____% (percent) of the cost of the purchased Object.
- The down payment was made on account No. _____ in _____.
- 2.5. The credit is provided for a period of _____ calendar months. The credit term starts counting from the date of loan issuance.
- 2.6. Grace period – ___ calendar months.
- 2.7. Purpose of the credit:
- acquisition of a real estate property - an apartment/individual residential building, located at the address: _____, with the total area of _____ sq.m., consisting of ___ rooms, located on the ___ floor (hereinafter referred to as the "Property") into the common joint/shared ownership of the following persons: _____/ the property of the Borrower.
- 2.8. Interest on the credit is accrued by the Bank on the actual balance of the credit amount (principal debt), recorded by the Bank in the Borrower's credit account daily based on the interest rate established in clause 2.2. of this Credit Agreement, and 365 days a year, starting from the date of issuance of the credit until the day of full repayment of the credit, inclusive.
- 2.9. If the Borrower violates repayment date of the principal amount of a debt stipulated in the Credit Repayment Schedule, the Bank charges interest on the actual balance of the overdue principal debt based on the interest rate on credit increased by **1.5 times**.
- 2.10. If interest is not paid on time and overdue amounts arise, the Borrower shall pay the Bank a penalty in the amount of **0.15%** of the overdue payment amount for each day of delay, but not more than **50%** of the overdue payment.

3. Procedure for Granting of Credit

- 3.1. The credit is granted by the Bank within 1 (one) month from the date of signing this Agreement, subject to the Borrower fulfilling the obligations to provide the documents specified in clause 5.1. of the present agreement.
- 3.2. The loan is provided during the above period in non-cash form at a time, by transferring from the Borrower's credit account on the basis of his written order for the entire credit amount and Down Payment to the account of the seller (owner)/developer. Along with the order, the Borrower submits to the Bank a copy of a notarized agreement on purchase and sale of an individual residential building/apartment in a residential multi-apartment building/a copy of the investment agreement (a copy is taken by an employee of the credit department from the original document submitted by the Borrower).

- 3.3. After signing this Agreement, the Bank opens a credit account in the name of the Borrower to keep records of the credit provided on the basis of this Agreement.
- 3.4. In the event that before the expiration of the disbursement period established in sub-clause 3.1. of this Agreement, the conditions specified in sub-clause 5.1 of this Agreement are not met, the Bank's obligations to issue a loan are terminated, and this Agreement is automatically considered terminated from the day following the last day of issuance of the loan.

4. Procedure for Credit Settlement and Repayment of interest

- 4.1. The loan is repaid monthly in *differentiated payments/annuity payments*, in accordance with the credit repayment schedule and interest on the loan (Appendix No. 1 to the Credit Agreement), which is an integral part of the Credit Agreement (hereinafter referred to as the "Schedule").
- 4.2. The borrower pays interest on credit by making monthly payments no later than the 20th day of each calendar month, starting from the date of actual provision of the credit.
- 4.3. The amounts and dates of payment of monthly payments are indicated in the Schedule (taking into account the postponement of payment dates falling on weekends (or holidays) determined (established) on the date of conclusion of the Credit Agreement and taken into account in the Schedule).
If the date of repayment of the loan principal and interest is not a bank business day, then repayment is postponed to the next bank business day. If the last date of repayment of the indebtedness under credit and the date of payment of interest is not a bank business day, then repayment is postponed to the previous bank business day.
- 4.4. If the Borrower does not repay the principal debt on credit by the date of repayment of the principal debt on credit, the Borrower pays interest for each day the debt being in the overdue credit account at the rate in accordance with clause 2.9. of the present agreement.
- 4.5. Funds received from the Borrower to a special account or funds available in any of the Borrower's accounts in the Bank are used to pay off his debt under this Agreement in the following order and priority:
- proportionately overdue principal debt and overdue interest payments;
 - accrued interest for the current period and outstanding principal for the current period;
 - penalty (fine, late charge);
 - other expenses of the creditor related to debt repayment.
- 4.6. Repayment of the principal debt, interest, and/or other loan payments arising from the terms of this Agreement will be carried out by the Bank executing the Borrower's applications, Bank orders and/or by the Bank independently debiting funds from the Borrower's special account opened in the Bank using memorial orders.
- 4.7. Repayment of the principal debt is made to the credit account on which the granted credit is recorded, and accrued interest is made to the account for accrued interest on credit under this Agreement. The date of repayment of the principal debt and accrued interest on it is considered the day of receipt of funds for repayment to the specified accounts.
- 4.8. The Borrower is obliged to ensure availability of funds in a special account sufficient to repay obligations under this Agreement by transferring income from the results of its activities, pensions and other income, or by depositing funds in cash at the bank's cash desk or by paying from a plastic card to a special account, opened at the Bank, in the amounts and terms stipulated in this Agreement.
- 4.9. The deposited funds are accounted for in the special account opened in the Bank until the next credit repayment date.

- 4.10. If the amount of funds deposited by the Borrower into a special account exceeds the amount of a next payment according to the Schedule, the bank writes off only the amount of the next payment; the remaining amount continues to be accounted for in the account.

5. Ensuring Repayment of Credit

5.1. The credit granted under this Agreement is secured:

5.1.1. by collateral for real estate purchased at the expense of the credit - an apartment/individual residential building with the total area of _____ sq. m, located at the address: _____, consisting of __ rooms, located on the __ floor, hereinafter referred to as the "Subject of Pledge", at the collateral value agreed with the Bank at the rate of _____. The specific terms of the pledge are determined by the relevant Pledge Agreement. The Borrower undertakes to insure the Collateral through an insurance company approved by the Bank and to provide this insurance for the entire period of validity of this Agreement, namely, insurance agreement must be concluded for the entire period of the Loan Agreement, and payment of the insurance premium may be made in tranches. The beneficiary in case of an insured event is the Bank.

Corresponding duly executed:

- a notarized contract for purchase and sale of an individual residential building/apartment in the residential apartment building or a protocol of bidding on the results of purchase of a residential building (apartment) at the exchange auction - if a residential building (apartment) was purchased at the exchange auction, of which a copy is taken by a Bank employee;
- documents establishing the ownership of housing and land acquired using the specified documents, registered by the state body for registration of real estate transactions and rights to them, of which a copy is taken by a Bank employee;
- original of the notarized Mortgage Agreement for the above-mentioned property with the mark on its state registration;
- original of the Insurance Agreement for the mortgaged property and the insurance policy must be submitted by the Borrower to the Bank no later than 10 (ten) calendar days after the bank makes a positive decision to grant a credit and provides a letter of guarantee to the notary's office regarding payment using the provided credit under the apartment/dwelling-house sale and purchase agreement.

5.1.2. A) By pledge of real estate - an apartment/individual residential building with the total area of _____ sq.m., owned by the Borrower/third party located at the address: _____, hereinafter referred to as the "Subject of Pledge", at the collateral value agreed with the Bank in the amount of _____. The specific terms of the pledge are determined by the relevant Pledge Agreement. The Borrower undertakes to insure the Collateral through an insurance company approved by the Bank and to provide this insurance for the entire period of validity of this Agreement, namely, the insurance agreement must be concluded for the entire period of the Credit Agreement, and payment of the insurance premium may be made in tranches. The beneficiary in the event of an insured event is the Bank.

Corresponding duly executed:

- original of the notarized Mortgage Agreement for the above-mentioned property with the mark on its state registration;
- original of the Mortgage Object Insurance Agreement and insurance policy must be submitted by the Borrower to the Bank no later than 10 (ten) calendar days after the bank makes a positive decision to grant a credit and provides a letter of guarantee to the notary's office regarding payment from the granted credit under the Investment Agreement.

B) Upon completing the construction of the house and registering the apartment purchased by means of credits in the name of the Borrower, he must provide the bank with an apartment purchased by means of credits with the total area of _____ sq.m., located at the address: _____, hereinafter “Subject of Pledge”, at the collateral value agreed with the Bank.

Completed construction and commissioned housing must be provided as collateral to the Bank within 20 calendar days after state registration of ownership of the investment object. In this case, the Borrower is obliged to apply to the authorized state body with an application for state registration of rights to the property in the manner and within the time frame stipulated by the regulatory documents of the Republic of Uzbekistan.

The specific terms of the pledge are determined by the relevant Pledge Agreement. The Borrower undertakes to insure the Collateral through an insurance company approved by the Bank and to provide this insurance for the entire period of validity of this Agreement, namely, the insurance agreement must be concluded for the entire period of the Credit Agreement, and payment of the insurance premium may be made in tranches. In case of an insured event, the Beneficiary is the Bank. After submitting to the bank the duly executed Apartment/House Purchase and Sale Agreement, Insurance Agreement, insurance policy and Pledge Agreement for real estate acquired using credit funds, the Bank releases the real estate previously accepted as collateral from collateral.

5.2. The Borrower undertakes to maintain credit repayment at the level of at least 125% (130%, if the Borrower/Co-borrower is a person associated with the Bank) of the outstanding balance on the Loan.

5.3. If a situation arises in which the Borrower is unable to make any payments to repay the principal, interest and/or other credit payments arising from the terms of this Credit Agreement by the date established hereunder, the Bank receives the unconditional right to exercise security specified in clause 5.1. of this Agreement, in accordance with the legislation of the Republic of Uzbekistan.

5.4. The Borrower is responsible for fulfillment of its obligations under this Agreement with all property belonging to it, including all funds in accounts and deposits with credit institutions, which may be imposed a court-enforced collection in accordance with the legislation of the Republic of Uzbekistan, in the amount of the actual debt of the Borrower under this Agreement.

5.5. If the terms of this Agreement change in the future (including changes in terms, interest rates, conditions for repayment of the credit and payment of interest), the pledge remains in force and ensures fulfillment of all obligations under this Agreement and additional agreements thereto.

6. Rights and Obligations of the Borrower

6.1. The Borrower undertakes to:

- 6.1.1. use the credit for the purposes specified in clause 2.7. of the present agreement;
- 6.1.1. in the process of using a credit, observe the basic principles of lending: urgency, repayment, targeted nature, payment, security;
- 6.1.2. repay the principal, interest, and/or other payments on the credit arising from the terms of this Agreement within the time limits established by this Agreement;
- 6.1.3. timely fulfill the obligations stipulated by this Agreement, Pledge Agreement and Insurance Agreement;
- 6.1.4. in case of an insured event under the Insurance Agreement:
 - immediately notify the Bank and the insurer about this in writing;
 - perform all actions stipulated in the Insurance Agreements and insurance rules necessary to receive insurance compensation by the Bank and the Borrower;

- at the request of the Bank, provide the Bank with all documents necessary to receive insurance compensation;

6.1.6. guarantee and not allow any encumbrances on the funds contributed as the Down Payment;

6.1.7. not to make changes to the terms of the transaction, which is credited using credit funds under this Agreement, without agreement with the Bank;

6.1.8. repay the credit ahead of schedule, pay accrued interest for using the credit, penalties and other payments due to the Bank under the terms of the Credit Agreement, within the period established in the Bank's written request for early fulfillment of obligations under the Loan Agreement on the grounds specified in the Credit Agreement;

6.1.9. no less than 3 (three) calendar days before the date of final repayment by the Borrower of the credit obligations, contact the Bank to clarify the actual amount of the last payment under the Credit Agreement.

6.1.10. not to alienate the Pledged Subject by selling it, donating it, exchanging it or in any other way, not to transfer it for temporary free use, not to rent it out (lease), not to register or register close relatives and third parties, or otherwise encumber the Pledged Subject with property rights of third parties without the written consent of the Bank;

6.1.11. pay all costs associated with execution and registration of the Purchase and Sale Agreement, Insurance Agreement (policy), Pledge Agreement and other costs associated with lending;

6.1.12. in case the Bank pays the insurance premium under the pledged property insurance agreement, reimburse the amount of the paid insurance premium no later than 3 (three) days from the date of the Bank's request;

6.1.13. maintain the subject of the pledge in good condition, bear the costs of its maintenance and take appropriate measures to ensure its safety, including its current and major repairs, prevent deterioration of the technical condition of the subject of the pledge and reduce its value;

6.1.14. not to carry out any redevelopment in the subject of the pledge without prior written approval from the Bank. In the event of redevelopment of the subject of the pledge, affecting its value, as well as entailing a change in the area and/or its other characteristics, within 30 (thirty) calendar days, provide the Bank with all the necessary documents relating to redevelopment performed;

6.1.15. avoid arrears in payment of taxes, fees, utilities and other obligatory payments, as well as conscientiously fulfill other obligations arising from the owners of real estate;

6.1.16. implement the Bank's control functions:

- provide the opportunity for the Bank employees to check and double-check, using any sources, the information specified in the documents submitted to obtain a loan, incl. by visiting their place of residence, work, etc.;

- for analyzing the Borrower's current solvency, provide documents confirming the Borrower's income once a year;

- at the request of the Bank, provide documents (receipts) confirming payment of taxes, fees, utility and other payments due from the owners of real estate, as well as information and documents confirming fulfillment of other obligations imposed on the owners of real estate;

- provide the Bank with originals or copies of documents certified by the Insurance Company confirming payment of insurance premiums under the Pledged Subject Insurance Agreement within 5 (five) calendar days before the expiration date of the insurance policy concluded in accordance with this Credit Agreement. When original documents are provided by the Bank in the presence of the Borrower, copies are made of them, and the originals are to be returned to the Borrower;

- not interfere with and create all the conditions for the Bank to verify the condition and terms of maintenance of the Pledged Subject, as well as the composition of persons permanently or temporarily residing in it, and the basis for their residence;

- provide all information required by the Bank on the Pledged Subject within the time limits specified in the request or requirement of the bank;
- timely sign acts of intended use, inspection of the Collateral, and monitoring of the credit, drawn up under this Agreement;

6.1.17. conclude/sign/execute the relevant agreements/documents in accordance with and within the time limits specified in sub-clause 5.1. of the present agreement;

6.1.18. notify the Bank in writing of destruction of the subject of the pledge or expected loss of ownership rights to it no later than five business days from the date the Borrower receives the relevant information or from the date of the relevant event;

6.1.19. at the Bank's request, provide additional or other security for credit repayment in the event of:

- deterioration of the Borrower's financial condition;
- destruction, reduction in value, partial or complete loss of the Subject(s) of the pledge and/or its (their) part;
- emergence of other factors that increase the risk of non-repayment of the credit;

6.1.20. in case of enforcement of the pledge Subject, sign out and release the Pledged Subject together with all other persons living in it;

6.1.21. at the request of the Bank, reimburse it for all expenses and losses incurred by the Bank, including in connection with taking measures for forced and/or early collection of indebtedness under credit (principal, interest and other payments);

6.1.22. notify the Bank of changes in the information specified in the documents for obtaining a loan, including on changes in passport data, last name, first name, patronymic, family composition, marital status, registration at the place of permanent residence and (or) place of actual residence, place of work, home, work or mobile phones, on conclusion, amendment or termination of a marriage contract by virtue of the provisions of Article 35 of the Family Code of the Republic of Uzbekistan and its content in terms of establishing the legal regime of the Subject of Pledge, as well as occurrence of other circumstances that could affect the Borrower's fulfillment of obligations under this Agreement, within 5 (five) calendar days from the date of occurrence of such changes, circumstances, and sign, if necessary, additional agreements with the Bank to the loan documentation;

6.1.23. immediately notify the Bank of any change in the statements and assurances specified in clause 6.5. of the Credit Agreement;

6.1.24. not interfere with the Bank in exercising of any rights of the Bank stipulated in this Agreement and current legislation of the Republic of Uzbekistan;

6.1.25. within 5 (five) business days, notify the Bank of occurrence of circumstances that may entail failure to comply with the terms of the Credit Agreement, including, but not limited to:

- on initiation of a criminal case against any of the persons falling under the definition of "Borrower", a case of special proceedings on recognizing a citizen as partially capable or incompetent, on establishing incorrect entries in the civil registry books;
- on filing of claims by any of the persons falling under the definition of "Borrower" or against any of these persons in civil proceedings that could affect the fulfillment of obligations under the Loan Agreement;
- on filing a claim against any of the persons falling under the definition of the "Borrower" for payment of a sum of money or for recovery of property, the amount of which calls into question fulfillment of the obligations stipulated in the Credit Agreement;

6.1.26. until the indebtedness under credit, accrued interest and other payments determined by the Credit Agreement are fully repaid, when acting as a guarantor for someone's obligations, providing funds to legal entities or individuals in the form of a loan or financial assistance, or performing other similar actions, notify in writing about this Bank;

6.1.27. notify the Bank in advance (in writing) of the Borrower's expected absence from the territory of the Republic of Uzbekistan for more than 30 (thirty) days or occurrence of other

circumstances lasting more than 30 (thirty) days, as a result of which the Borrower will not be able to fulfill its obligations under this Agreement.

6.2. The Borrower is entitled to:

6.2.1. demand granting a credit in the amount, terms and conditions stipulated in this Agreement;

6.2.2. refuse to receive a credit in whole or in part by notifying the Bank in writing before the deadline for the Bank to fulfill its obligations to grant a credit established by this Agreement;

6.2.3. carry out repayment of credit ahead of schedule and pay interest in full or in part, subject to the priority established in sub-clause 4.5. of the Agreement. Early reimbursement of credit is made by the Borrower based on application of the Borrower/any of the Borrowers.

In the event of partial early reimbursement of credit, the monthly interest payment after recalculation is accrued in a new amount, starting from the interest period in which the early partial repayment occurred, and is subject to payment in the new amount within the terms established by this Agreement.

6.3. **The Borrower is not entitled to** fully or partially assign his rights and obligations under this Agreement to another person without the written consent of the Bank.

6.4. The Borrower hereby grants the Bank the unaccepted, unconditional and irrevocable right to indisputably write off funds from any account of the Borrower in the Bank upon maturity of the principal debt, interest and/or other payments on the loan arising from the terms of this Agreement, as well as from the Borrower's accounts in other banks.

6.5. The Borrower represents and testifies to the Bank the following:

6.5.1. All information provided by the Borrower to the Bank is true, complete and accurate in all respects. The Borrower did not hide circumstances that, if discovered, could negatively affect the Bank's decision regarding granting the credit.

6.5.2. The Borrower is not involved in or otherwise bound by any contract or agreement that may adversely affect the Borrower's ability to fulfill its obligations under the Credit Agreement, except for those of which the Bank has been previously informed in writing.

7. Rights and Obligations of the Bank

7.1. The Bank undertakes to:

7.1.1. Upon fulfillment by the Borrower of all necessary conditions for granting a credit, issue a credit in compliance with the terms of this Agreement.

7.1.2. Execute written instructions from the Borrower to transfer funds from the credit account for the purpose specified in this Agreement within one day.

7.1.3. Inform the Borrower in writing about the reasons for refusing to provide a credit or early collection of the credit.

7.1.4. In the event of termination of this Agreement due to fulfillment by the Borrower or a third party of the obligations under the Credit Agreement in full, carry out the necessary actions in order to remove the encumbrance from the Pledged Subject.

7.1.5. Maintain, within the framework of current legislation, the secret of transactions performed by the Borrower.

7.2. The Bank is entitled to:

7.2.1. Refuse to grant a credit if there are circumstances clearly indicating that the amount of debt will not be repaid by the Borrower within the time limits established by the Credit Agreement.

7.2.2. During the lending process, check the financial condition of the Borrower, intended use of the credit, availability and condition of the Collateral, and ensuring repayment of the credit. The frequency of such inspections is established by the Bank.

7.2.3. When the principal debt, interest and/or other payments under the credit are due to be repaid, arising from the terms of this Agreement, the Bank receives the irrevocable and unconditional right to write off funds without acceptance and indisputably from any accounts of the Borrower opened in the Bank, and in their absence - from any other accounts, including in other banks, to repay the principal, interest and/or other loan payments arising from the terms of this Agreement.

7.2.4. Require the Borrower to take measures necessary to preserve the Collateral.

7.2.5. Notify the Borrower in advance of the next payment date according to the credit repayment schedule.

7.2.6. In cases of:

- violation and/or non-fulfillment and/or improper fulfillment by the Borrower of its obligations under this Agreement;
- violation and/or non-fulfillment and/or improper fulfillment by the Borrower/Pledgor - a third party, of the obligations assumed under the Pledge Agreement;
- any violation by the Borrower/Pledgor - a third party, of insurance obligations;
- deterioration of the Borrower's financial condition;
- seizure and/or enforced collection of any property of the Borrower, suspension of transactions or arrests on any bank accounts of the Borrower;
- destruction, reduction in value, partial or complete loss of the collateral item(s);
- Borrower's evasion of banking control and/or identification of at least one case of the Borrower providing the Bank with unreliable or false information and/or documentation;
- establishing by the Bank of the facts of misuse of the credit, failure to provide documents confirming the intended use of the credit within the period established by this Agreement;
- Borrower's commitment of actions that clearly indicate absence of intention to purchase the Apartment/House on the terms specified in the Sale and Purchase Agreement;
- presence of overdue debt on any of the monthly payments under this Agreement for more than 30 (Thirty) calendar days;
- if there are delays in fulfilling obligations to make monthly payments more than three times within 12 (twelve) months, regardless of the amount of the overdue payment;
- if there are grounds stipulated by the Law of the Republic of Uzbekistan "On Mortgage", including: if the Borrower violates the rules for using the Apartment/House, including when it is used for other purposes, deteriorates or reduces its value beyond what is called normal wear and tear; if the Borrower violates the rules for maintaining and repairing the Apartment/house, and incurring expenses for its maintenance; if the Borrower violates the obligation to take measures to preserve the subject of the pledge; failure to notify the Bank of the threat of loss or damage to the Pledged Subject; upon alienation or other disposal of the Apartment/House without the consent of the Bank; in the event of complete or partial loss or damage to the subject of the pledge (including in the event of the Borrower's losing the right of ownership of the Apartment); in other cases stipulated by the current legislation of the Republic of Uzbekistan or this Agreement;
- if the Borrower, without prior approval from the Bank, formalized in writing made any changes to the Real Estate Purchase and Sale Agreement/Investment Agreement, which led to inappropriate use of the credit, change in the total area, address, value of real estate;
- occurrence of an insured event under insurance contracts;
- failure by the Borrower to fulfill obligations to repay other loans provided to it by the Bank;
- occurrence of any factors that increase the risk of loan non-repayment,

Then the Bank is entitled to:

- write off funds without acceptance and indisputably from any account of the Borrower opened in the Bank, directing them to repay the principal debt, interest and/or other

payments under the credit arising from the terms of this Agreement, and in their absence - from any other accounts, including in other banks;

- stop granting new credits;
- unilaterally terminate this Agreement ahead of schedule and/or submit the credit for early collection, including by exercising of security accepted under this Agreement.

If the Bank decides to submit a credit for early collection of debt under the Credit Agreement, the Borrower will be sent a notice with the requirement to repay the credit amount and other payments under the Credit Agreement within 30 (thirty) calendar days from the date of sending such notice.

Notice of early collection of the Credit received by any of the Borrowers is considered received by all Borrowers.

In the event of enforcement of the pledge Subject, the Bank's claims based on the value of the pledged property are satisfied to the extent available on the date of actual satisfaction, including the Borrower's debt under the credit, interest accrued for using the credit, penalties, and other payments due to the Bank under the Credit Agreement, as well as expenses of the Bank caused by the procedure for collection, evaluation and sale of the Pledged Subject, legal costs, expenses associated with the eviction of the Borrower and other persons living at the address of the Pledged Subject.

If the amount proceeds from the sale of the Pledged Subject is insufficient to fully satisfy the Bank's requirements, the latter has the right to receive the missing amount from the Borrower's other property on a general basis.

7.2.7. The funds received to the Borrower's account from the Seller in connection with the termination of the Real Estate Purchase and Sale Agreement/Investment Agreement shall be sent by the Bank independently to repay the indebtedness under credit.

7.2.8. Terminate this Agreement if the Borrower fails to use the credit during the credit period by sending the Borrower a written notice of this.

7.2.9. From the date of occurrence of overdue debt under the credit, send to the Borrower (including through Remote Service Channels) a notification about presence of overdue debt under the Credit Agreement.

7.2.10. If the Borrower repays the overdue debt specified in the request for full early repayment of the debt before the expiration of the repayment period specified in the request for full early repayment, the Bank has the right to revoke the request for full early repayment by sending a letter to the Borrower revoking the request for full early repayment. The parties hereby agree that the Bank's sending of a letter of revocation is a change in the date of repayment of the debt under the Credit Agreement established by the Request for full early repayment at the repayment date specified in the Credit Agreement and valid until the Bank sends the Request for full early repayment.

7.3. The Bank, at its discretion, may apply or not apply any of the rights/requirements specified in this Agreement. Failure to exercise or partial application of these rights/requirements will not constitute a waiver of these rights/requirements, and they may be applied at any time during the term of this Agreement.

8. Responsibility of the Parties

8.1. For failure to fulfill or improper fulfillment of obligations assumed under the Credit Agreement, the Parties are liable in accordance with the current legislation of the Republic of Uzbekistan.

- 8.2. All rights, obligations arising from this Agreement, as well as liability for improper performance or failure to fulfill obligations, are borne jointly and severally by the Borrowers.
- 8.3. If the Borrower fails to fulfill the obligation to insure the Pledged Subject set out in sub-clause 6.1.16. of the Credit Agreement, to reimburse the Bank for the paid amount of the insurance premium on the day the Bank pays the insurance premium (sub-clause 6.1.12 of the Credit agreement) the Borrower pays a penalty in the amount of 0.1% of the amount of the unpaid insurance premium, but not more than 50% of the amount of the unpaid insurance premium.
- 8.4. If facts of misuse of loan funds by the Borrower are established, the Bank has the right to demand from the Borrower immediate repayment of the amount of misuse of the credit and to collect from the Borrower a fine in the amount of 25% of the amount of misuse of the credit. Payment of the fine does not relieve the Borrower from fulfilling its obligations under this Agreement.
- 8.5. The Bank reserves the right to use any of the above measures. Use of one or more measures does not mean the Bank's refusal to take other measures in accordance with the current legislation of the Republic of Uzbekistan.

9. Miscellaneous

- 9.1. This Agreement comes into force on the day it is signed by the parties and is valid until the parties fully fulfill all their obligations under this Agreement.
- 9.2. Any changes and additions to the Credit Agreement that arise during its execution are formalized by additional agreements, which are an integral part of the Credit Agreement. The exception is if the Schedule is changed in accordance with clause 2.2. of the Credit Agreement;
- 9.3. In the event of any dispute, bank records will be preponderant evidence of the obligations of both parties under this Agreement.
- 9.4. Notifications (notices, letters and other documents) of the Parties to each other are considered to have been properly sent if they are made in writing, signed by the Borrower/Bank and sent by registered mail or delivered by the Borrower/Bank to the addresses of the Bank/Borrower specified in this Agreement and delivered against receipt, and are also considered to have been sent properly if sent via Remote Service Channels or by fax.
- 9.5. The notification is considered sent from the date stamped by the post office on the postal receipt, from the date of receipt of the notification specified in the notification (if delivered by courier), or from the date the notification is sent by fax or from the date the notification is sent via Remote Service Channels. If cases not stipulated in this Agreement arise, both parties are guided by the current legislation of the Republic of Uzbekistan.
- 9.6. All disputes, disagreements and claims arising from or in connection with this Agreement, including those related to its conclusion, amendment, execution, violation, dissolution, termination and invalidity, shall be resolved in the interdistrict civil court.
- 9.7. The Borrower hereby gives his consent to the Bank providing the State Register of Credit Information, Credit Bureau, State Unitary Enterprise Pledge Register with the information regarding the terms of concluding this Agreement, security provided and fulfillment of obligations under this Agreement for formation of a credit history.
- 9.8. Relations between the Parties not regulated by this Agreement are governed by the current legislation of the Republic of Uzbekistan.
- 9.9. This Agreement is drawn up in two copies having equal legal force, one for each of the parties.

10. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

<i>THE BANK</i>	<i>THE BORROWER</i>	<i>THE CO-BORROWER</i>
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Note:

- 1. Sub-clause 5.1.1. is applied when credit provision for acquisition of real estate under a Sales and Purchase Agreement.*
- 2. Sub-clause 5.1.2. is applied when credit provision for acquisition of real estate under an Investment Agreement.*